



2452

PTO/SB/61 (11-03)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNAVOIDABLY UNDER 37 CFR 1.137(a)**

Docket Number (Optional)

First Named Inventor: Yuri Yapor

Art Unit: 2157

Application Number: 09/865,904

Examiner: Osman, Ramy M.

Filed: 05/24/2001

Title: Method And System For Parallel Data Transmission on Demand To An Unlimited Number Of Clients Without Acknowledgement And On The Basis Of Constant Data Availability

Attention: Office of Petitions

Mail Stop Petition

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

NOTE: If information or assistance is needed in completing this form, please contact
Petitions Information at (703) 305-9382.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus any extensions of time actually obtained.

APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION.

NOTE: A grantable petition requires the following items:

- (1) Petition fee.
- (2) Reply and/or issue fee.
- (3) Terminal disclaimer with disclaimer fee-required for all utility and plant applications filed before June 8, 1995, and for all design applications; and
- (4) Adequate showing of the cause of unavoidable delay.

1. Petition fee

☒ Small entity – fee \$ 250.00 (37 CFR 1.17(l)). Applicant claims small entity status.
See 37 CFR 1.27.

☐ Other than small entity – fee \$ _____ (37 CFR 1.17(l)).

2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in the form of
Issue Fee Transmittal (identify the type of reply):

☐ has been filed previously on _____

☒ is enclosed herewith.

B. The issue fee of \$ 1,000.00

☐ has been filed previously on _____

☒ is enclosed herewith.

[Page 1 of 3]

This collection of information is required by 37 CFR 1.137(a). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

12/23/2005 RMEBRAH1 00000012 09865904

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250.00 OP



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**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNAVOIDABLY UNDER 37 CFR 1.137(a)****3. Terminal disclaimer with disclaimer fee**

- ☐ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- ☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ _____ for a small entity or \$ _____ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

4. An adequate showing of the cause of the delay, and that the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition under 37 CFR 1.137(a) was unavoidable, is enclosed.**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**12.14.05
Date
Signature408.925.4840
Telephone NumberYuri Yapor
Typed or printed name

Registration Number, if applicable

2958 Barkley Ave
Address
Santa Clara CA 95051
Address

- Enclosure ☐ Fee Payment
- ☐ Reply
- ☐ Terminal Disclaimer Form
- ☐ Additional sheets containing statements establishing unavoidable delay
- ☐ _____

CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this correspondence is being:

- ☐ deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to **Mail Stop Petition**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.
- ☐ transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (703) 872-9306.

Date_____
Signature_____
Typed or printed name of person signing certificate



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**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED
UNAVOIDABLY UNDER 37 CFR 1.137(a)**

NOTE: The following showing of the cause of unavoidable delay must be signed by all applicants or by any other party who is presenting statements concerning the cause of delay.

12.14.2006
Date

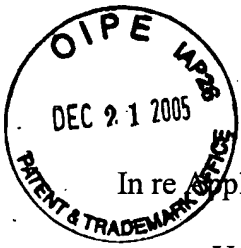
[Signature]
Signature
Vukri Vaporet
Typed or printed name

Registration Number, if applicable

(In the space provided below, please explain in detail the reasons for the delay in filing a proper reply).

Please see the Petition To Revive, Section II.

(Please attach additional sheets if additional space is needed.)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Yuri Yapor

Serial No. 09/865,904

Filed: May 24, 2001

For: Method And System For Parallel Data
Transmission On Demand To An Unlimited
Number Of Clients Without
Acknowledgement And On The Basis Of
Constant Data Availability

)
) Examiner: Osman, Ramy M.
)
) Art Unit: 2157

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

PETITION FOR REVIVAL OF AN APPLICATION ABANDONED UNAVOIDABLY
UNDER 37 C.F.R. § 1.137(a)

Sir:

In response to the Notice of Abandonment mailed on December 8, 2005, Applicant hereby petitions for the revival of the above-referenced application due to unavoidable abandonment, under 37 C.F.R. § 1.137(a). The petition fee required under 37 C.F.R. § 1.17(1) is enclosed.

FIRST CLASS CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

on _____
Date of Deposit

Name of Person Mailing Correspondence

Signature

Date

I. Summary of Enclosed Supporting Documentation

Enclosed in support of this petition are copies of the following documents:

- 1) Petition For Revival under 37CFR 1.137(a);
- 2) Issue Fee Transmittal with the Issue Fee \$700.00 and Publication fee \$300;
- 3) Adequate showing of cause of delay and job offer email attachment; and
- 4) Petition Fee in the amount of \$250.00.

II. Cause of Delay

This application became abandoned due to Applicant's failure to timely pay the Issue fee mailed with the Notice of Allowance on July 28, 2005.

On August 28, 2005, the Applicant lost his job and was unable to pay the issue fee. Hence, Applicant respectfully submits that the abandonment of this application was unavoidable.

Applicant has now received a job offer to start employment on November 30, 2005. A copy of the email with the job offer is attached.

III. Terminal Disclaimer

No terminal disclaimer is required, since the present application was filed after June 8, 1995.

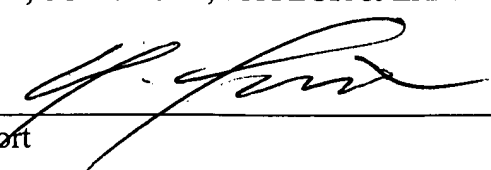
IV. Conclusion

For the foregoing reasons, Applicants' respectfully request that the present application be revived and that prosecution be resume.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date: 12.14, 2005



Yuri Yapor



November 22, 2005

Yuri Yaport
2958 Barkley Ave.,
Santa Clara, CA 95051
yyaport@yahoo.com

Dear Yuri:

This letter formally and enthusiastically extends you an offer to join QUINSTREET, INC. as a Director of Network Engineering in our IT/Operations team of the DMS Engineering division.

Role and Responsibilities

Your responsibilities include but are not limited to designing and operating a geographically load-balanced network, managing all network infrastructures, including routers, firewalls, load balancers and switches including upgrades and patches, recommending new policies, procedures and equipment to improve the network operations and implementing security procedures and policies and the application of IDS. You will report to Nina Bhanap.

Compensation

You will be compensated at a rate of \$145,000 per year payable semimonthly. Subject to the approval of the Company's Board of Directors, the Company will grant you options for the purchase of 8,000 shares of its stock. Your stock options will be subject to our plan's standard 4-year vesting schedule with a first year cliff (i.e., 25% of the grant will vest on the first anniversary of your start of employment and 1/48th per month thereafter.)

Benefits

The Company provides competitive benefits including: medical, vision, dental, life and long-term disability insurances as well as a 401-k program.

Paid Time Off

QuinStreet provides employees with Paid Time Off (PTO) from work for such activities as vacation, personal business, family concerns, or illness. PTO accrues monthly and is expected at the following rates for full-time employees:

<u>Years of Service</u>	<u>Annual Accrual</u>
1 year	15 days
2-4 years	20 days
4 years or more	25 days

Start Date

It is expected that you will be able to begin work as soon as possible but no later than November 28, 2005.

Important Standard Legal Clauses

You should understand that your employment relationship with the Company will be at-will, which means that either you or the Company can terminate the employment relationship at any time and for any reason, either with or without cause or advance notice.

This letter forms the complete and exclusive statement of your employment agreement with the Company. The employment terms in this letter supersede any other agreements or promises made to you by anyone whether oral or written.

As required by law, this offer is subject to satisfactory proof of your right to work in the United States.

A copy of our Proprietary Information and inventions Agreement is attached to this letter. Because you will be exposed to some or all of our confidential information while you are employed with QuinStreet, your execution of this Proprietary Information and Inventions Agreement is a vital inducement to the Company to offer you the employment opportunity described above, without which the Company will not be in a position to employ you. This Proprietary Information and Inventions Agreement contains important restrictions on your rights to utilize information that you receive from the Company while employed by QuinStreet and on your rights to claim sole ownership of any inventions you may create during your employment with the Company. You may, therefore, wish to consult with an attorney regarding the implications of your executing the Proprietary Information and Inventions Agreement and this letter prior to returning either to the Company. I know you are eager to decide quickly; we are similarly eager to fill this important role, accordingly, this offer of employment will remain open until the close of business on November 23, 2005. If you wish, you can fax your acceptance to me at 650.578.7607.

Arbitration As a mutual inducement to you and QuinStreet to enter into an employment relationship, you and QuinStreet agree that any and all disputes between us relating to or arising from your employment shall be submitted to binding arbitration as provided for below. This agreement to arbitrate would include, but not be limited to, disputes relating to compensation, bonuses, discipline, termination, demotions, suspensions, adverse employment decisions, alleged violations of federal or state statutes/regulations, breach of contract, or breach of the implied covenant of good faith and fair dealing.

The terms and conditions relating to binding arbitration are as follows:

- (1) You and QuinStreet mutually waive, relinquish, and give up the right to have disputes relating to your employment with QuinStreet decided by a court or jury.
- (2) Any arbitration proceeding or issues pertaining to arbitration shall be decided in accordance with California law, including California Code of Civil Procedure §§1280, et seq.
- (3) Any demand for arbitration by you or QuinStreet must be made to the other in writing. All applicable California statutes of limitations will apply to a demand for arbitration.
- (4) The dispute shall be submitted to and decided by a single, neutral arbitrator selected from the panel of Judicial Arbitration and Mediation Services (JAMS) in San Francisco or San Jose, California. Such arbitrator shall be selected by the mutual agreement of you and

QuinStreet. In the event we cannot mutually agree on an arbitrator within a reasonable time, not to exceed 60 days from the time a demand for arbitration is made by you or QuinStreet, either of us can petition to the Superior Court in and for the County of Santa Clara, California, asking for the court to appoint the arbitrator.

- (5) The decision of the arbitrator shall be final and binding on you and QuinStreet. The arbitrator shall render a written decision regarding the resolution of any dispute submitted to arbitration. Any right of review of the arbitrator's decision shall be governed by California Code of Civil Procedure §§1285, et seq.
- (6) QuinStreet shall pay all of the reasonable fees of the arbitrator and you will not be responsible for paying such fees, regardless of whether you or QuinStreet is the prevailing party.
- (7) You and QuinStreet shall be entitled to engage in reasonable discovery, including depositions, interrogatories, requests for production of documents and things, requests for admissions, and the issuance of subpoenas. Any disputes concerning discovery, including limitations thereon, shall be decided by the arbitrator. The arbitrator shall have the power and authority to impose evidentiary or monetary sanctions, including the payment of attorney's and/or arbitrator's fees, against the offending party.
- (8) Neither you nor QuinStreet waive or relinquish any rights or remedies, including those provided by statute, except the right to a court or jury trial as provided for in subparagraph (1) above.
- (9) The arbitrator may award attorney's fees and costs (other than the arbitrator's fees) to the prevailing party as permitted or allowed by California law.
- (10) The arbitration provisions in this employment agreement shall be binding upon the heirs, successors, and assigns of you and QuinStreet.
- (11) The arbitration provisions of this employment agreement shall not apply to any claim brought by you or QuinStreet that the other has allegedly violated the Proprietary Information and Inventions Agreement attached to this letter.
- (12) The arbitrator shall not have the authority or power to issue an injunction or to grant equitable relief. Only a court of competent jurisdiction shall have the authority or power to grant injunctive relief against you or QuinStreet.

You and QuinStreet agree and represent to one another that we have voluntarily agreed to submit disputes to binding arbitration as set forth above and that such agreement is a condition of you obtaining employment with QuinStreet. You and QuinStreet agree and represent to each other that each of us has had the opportunity to consult an attorney of our choice to obtain legal advice regarding the import and effect of the this arbitration provision. You and QuinStreet acknowledge your/its agreement to this arbitration provision by signing this letter and by initialing where designated.

In the event a court of competent jurisdiction rules that one or more of the above terms, conditions, or provisions is void or unenforceable, such term(s), condition(s), or provision(s) shall be severed and the remainder of such terms, conditions, or provisions enforced, provided, however, that if a court finds that item 12 above is void or unenforceable, we have agreed that the essential purpose of the arbitration

provisions set forth in this agreement shall be frustrated and the provisions of this agreement related to arbitration of disputes shall be deemed deleted in their entirety.

Closing

I am very excited about you joining QuinStreet, Yuri, and expect the experience to be rewarding both for you and the Company.

As you have probably found out during your interviews with us, QuinStreet has a solid, growing business, capable management team, and a strong cash position. Also, this position draws uniquely on your past experiences and already impressive capabilities, while promising to provide you with enormous opportunities for continued personal and professional growth. I am convinced that you will be a strong contributor and great fit with the Company.

Please call me if you have any questions or if I can be of any assistance.

Sincerely,

Nina Bhanap

Agreed to and accepted:

_____ Date: _____
Yuri Yapor